Request for Proposal To Conduct the San Mateo County Congestion Management Program 2007 Monitoring

City/County Association of Governments of San Mateo County (C/CAG)

555 County Center, 5th Floor
Redwood City, CA 94063

June 12, 2006

For further information contact:

John Hoang

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E-Mail: jhoang@co.sanmateo.ca.us

Request For Proposal To Conduct the San Mateo County Congestion Management Program 2007 Monitoring

The City/County Association of Governments (C/CAG) of San Mateo County, a Joint Powers Agency composed of the County of San Mateo and all twenty cities within the County, invites your firm to submit its proposal and fee estimate for conducting monitoring services for the San Mateo County Congestion Management Program for 2007.

Proposals must be received **NO LATER THAN 5:00 P.M., Friday, July 14, 2006.** Four (4) copies of your materials should be mailed, delivered, faxed, or e-mailed to:

City/County Association of Governments (C/CAG) 555 County Center, 5th Floor Redwood City, CA 94063

> Attention: John Hoang Phone: 650 363-4105 Fax: 650 361-8227

E-mail: jhoang@co.sanmateo.ca.us

SUBMITTAL REQUIREMENTS

Each submittal must include the following information. This information should be confined to **no more than three pages** excluding resumes of staff members and references.

- 1. <u>Project Understanding/Approach</u>: Briefly present your firm's understanding of the project and address how your firm will approach all of the major elements of the proposed scope of work as included in "Attachment A" of this Request for Proposal. Please include additional task(s) that you consider may add value to the final report.
- 2. <u>Schedule</u>: Provide a project schedule that illustrates key project milestones for accomplishing the work in the proposed scope of work.
- 3. Experience: Briefly identify any past experience you have had developing Congestion Management Plans, performing level of service monitoring, and similar types of work for other agencies. In addition, indicate any past experiences your firm has in performing work for C/CAG.
- 4. <u>Qualifications</u>: Identify the qualifications of your staff assigned to update the San Mateo County CMP. Brief resumes of key staff may also be included. Please identify the individual who will be the primary point of contact (project manager) and the backup individual.
- 5. References: Provide a list of references, including contact information, for agencies that you

have developed a CMP for.

6. <u>Cost Estimate</u>: Provide a rate schedule of costs for this project including personnel rates, overhead rates, and any other cost items.

Consultant shall be prepared to enter into the contract agreement as stated in "Attachment B". There will also be an option to renew the agreement for up to two (2) additional two-year cycles.

A copy of the 2005 Congestion Management Plan is available for your information and can be obtained by contacting the C/CAG Project Manager. As indicated in the tentative schedule below, it is expected that the recommendation for the selection of a consultant will be presented to the C/CAG Board for approval on October 12, 2006.

TENTATIVE SCHEDULE FOR THE REVIEW PROCESS

July 28, 2006	A panel will review and rank all proposals. Up to three applicants may be selected for interviews, based on the number of responses.
August 7-11, 2006	Interviews may be held with the review panel. Proposers selected for an interview must be available on during this period.
September 21, 2006	Recommendations of the review panel will be presented to the C/CAG Technical Advisory Committee.
September 25, 2006	Recommendations of the Technical Advisory Committee presented to the Congestion Management and Air Quality Committee.
October 12, 2006	Recommendations of the Congestion Management and Air Quality Committee presented to the C/CAG Board for final approval.

ATTACHMENT A

CITY/COUNTY ASSOCIATION OF GOVERNMENTS CONDUCT THE SAN MATEO COUNTY CONGESTION MANAGEMENT PROGRAM 2007 MONITORING SCOPE OF WORK June 12, 2006

BACKGROUND

The Congestion Management Program (CMP) is intended to include procedures to alleviate or control anticipated increases in roadway congestion and to ensure that "federal, state, and local agencies join with transit districts, business, private and environmental interests to develop and implement comprehensive strategies needed to develop appropriate responses to transportation needs. The CMP should describe the framework for the ongoing process and include elements of the roadway system, traffic level of service standards, performance elements, and a trip reduction and travel demand.

The CMP roadway system within San Mateo County includes a variety of roadway facilities such as: freeways, multi-lane highways, rural highways, arterials, and signalized intersection. Since the level of services for these facilities are based on different criteria, a combination of methodology will need to be monitored and collected.

As the Congestion Management Agency for San Mateo County, C/CAG is required to implement and update the CMP to monitor all aspects of the adopted CMP including the roadway Level of Service (LOS), the delivery of construction projects funded by C/CAG, and the implementation of C/CAG adopted policies included in the CMP. The first San Mateo County CMP was initially developed and adopted by C/CAG in 1991. The CMP has since been updated and amended biennially to comply with applicable state legislations and provisions. The last San Mateo County CMP update was performed in 2005.

PROPOSED SCOPE OF WORK

1. Collect Available Data

CONSULTANT shall obtain data currently available for the CMP roadway system and intersections from the California Department of Transportation (Caltrans) and from the Public Works and Planning Departments of C/CAG member agencies to help reduce the data collection effort.

2. Conduct Counts/Surveys

CONSULTANT shall conduct intersection turning movement counts at the 16 CMP intersections. Three-day (72-hour) machine counts will be conducted for the CMP arterials and multi-lane highways. Travel time surveys will be conducted during the AM and PM peak periods for the freeways to measure average speeds. A minimum of five (5) complete runs will be conducted for

each freeway segment in each direction. Observations of the CMP intersections and roadway segments will be conducted during the AM and PM peak hours.

3. Conduct Level of Service (LOS) Calculations

CONSULTANT shall calculate the levels of service for the CMP roadway system and intersections utilizing the methods according to the Highway Capacity Manual (1994 HCM) and based on the Transportation Research Board's (TRB) Circular 212. CONSULTANT shall recommend the appropriate HCM (1994 or 2000) to utilize for this monitoring update.

4. <u>Incorporate Exemptions</u>

CONSULTANT shall re-evaluate locations that are found to exceed their LOS Standard and account for the required exemptions (interregional traffic, traffic from low and very low income households, traffic from development within ¼ mile of transit stations, etc.) A link analysis will be conducted using the San Mateo County model to estimate traffic reductions caused by the exemptions. Locations with LOS Standard violations will be forwarded on to C/CAG for deficiency plan notification.

5. <u>Conduct Travel Time Surveys for Single-Occupant Automobiles, Carpools, and Transit on</u> Route 101 Corridor

CONSULTANT shall use the travel times surveys conducted during the Task 2 to represent travel times for single-occupant automobiles. Travel time surveys for carpools will be conducted for the HOV lanes on U.S. 101. Transit schedules will be used to estimate travel times via bus and rail. Transit agencies will be contacted to confirm that the schedules are reflective of actual travel times.

6. Evaluate Bicycle and Pedestrian Measure

CONSULTANT shall review the CMP CIP projects to ascertain whether pedestrian and bicycle travel is accommodated in new transportation projects.

7. Collect and Analyze Transit Ridership Data

CONSULTANT shall collect available ridership data from SamTrans, BART, and CalTrain. The data will be used to compare ridership among the different transit modes.

8. Prepare Documentation

CONSULTANT shall prepare and submit a draft report of the monitoring process including tables and maps. All of the level of service calculations and collected data will be submitted in a Technical Appendix.

9. Attend Meeting

CONSULTANT shall be available to attend one meeting during the study.

ATTACHMENT B

AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND _____

purpos	This Agreement entered this Day of, 2006, by and between the COUNTY ASSOCIATION OF GOVERNMENTS, a joint powers agency formed for the se of preparation, adoption and monitoring of a variety of county-wide state-mandated hereinafter called "C/CAG" and, hereinafter called "Contractor."
	WITNESSETH
adopti	WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, on and monitoring of a variety of county-wide state-mandated plans; and,
Conge	WHEREAS, C/CAG is prepared to award funding for conducting the San Mateo County estion Management Program 2007 Monitoring; and
perfor	WHEREAS, C/CAG has determined that Contractor has the requisite qualifications to m this work.
	NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:
1.	Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Consultant agrees to perform the services described in Exhibit A.
2.	Payments. In consideration of Contractor providing the assistance and services authorized by C/CAG staff, C/CAG shall reimburse Consultant based on the cost rates set forth in Exhibit A up to a maximum amount of
3.	Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4.	Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5.	Contract Term. This Agreement shall be in effect as of and shall terminate on; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of

termination under this paragraph, Contractor shall be paid for all services provided to the date of termination.

6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by Contractor of its duties under this Agreement. C/CAG shall indemnify and save harmless Contractor from all claims, suits or actions resulting from the performance by C/CAG of its duties under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or its subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect the Alliance, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

1		Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a.	Comprehensive General Liability	\$ 1,000,000	
b.	Workers' Compensation	\$ Statutory	

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

- 8. Non-discrimination. The Contractor and its subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
- 9. Accessibility of Services to Disabled Persons. The Contractor, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
- 10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
- 11. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
- 12. Agreement Renewal. This Agreement may be renewed for an additional two (2) years upon approval by the C/CAG Board and Contractor.
- 13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
 - The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
- 14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the

matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Contractor	
By	 Date
Contractor Legal Counsel	Bute
By	
City/County Association of Governments (C/CAG)	
By James M. Vreeland, Jr. C/CAG Chairman	Date
C/CAG Legal Counsel	
By	

Miruni Soosaipillai, C/CAG Counsel